

Nathan Ochsner, Clerk

Civil Action No. 4:20-cv-976

Plaintiff's *Original Complaint* ("Complaint") was served upon the Defendants according to law and returned to the Clerk where it remained on file for the time required by law. The Court has read the pleadings and the papers on file, and is of the opinion that the allegations of Plaintiff's Complaint have been admitted by Defendants. The Court further finds that Plaintiff does not seek monetary damages against the Defendants, but instead seeks certain declarations and a judgment allowing foreclosure of the real property which is the subject of this action.

II.

In light of the Defendant's default and the nature of Plaintiff's claims, the Court orders as follows:

It is **ORDERED, ADJUDGED AND DECREED** that the material allegations of the Complaint be and are deemed admitted as to Defendants Jessica Kelly, Kiersten Kelly, and Clayton Kelly. It is further,

ORDERED, ADJUDGED AND DECREED that an event of default has occurred on that certain *Note* ("*Note*") in the original principal sum of \$99,898.00, payable to Wells Fargo Home Mortgage, Inc. ("Wells Fargo"), bearing interest at the rate of 7.37500% per annum. It is further,

ORDERED, ADJUDGED AND DECREED that that certain Deed of Trust dated December 27, 2000, signed by Scott Kelly and Holli Kelly, and recorded in the official public records of Harris County, Texas, as Instrument Number U813975 (hereafter "Security Instrument"), provides Plaintiff, as the mortgagee of the Security Instrument, in the event of a default on the obligations on the Note, with a first lien security interest on that certain real property commonly known as 15818 Oakendell Drive, Houston, TX 77084, and more particularly described as follows:

LOTS THIRTY-FIVE (35) AND THE ADJOINING WESTERLY 2.5 FEET OF LOT THIRTY-SIX (36), IN BLOCK THIRTY-NINE (39), OF THE CORRECTED PLAT OF BEAR CREEK VILLAGE, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 215, PAGE 47, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. (The "Property").

It is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff is the mortgagee of the Security Instrument. It is further,

ORDERED, ADJUDGED AND DECREED that the following are secured by the Security Instrument on the Property: the outstanding balance of the Note, including attorney's fees; pre-judgment interest; post-judgment interest; and costs of court. It is further,

ORDERED, ADJUDGED AND DECREED that due to event of default on the Note, Plaintiff, or its successors or assigns, may enforce its Security Instrument against the Property through non-judicial foreclosure of the Property as provided in the Security Instrument and Texas Property Code § 51.002. It is further,

ORDERED, ADJUDGED AND DECREED that, should Plaintiff proceed with foreclosure on the Property then, the purchaser at the foreclosure sale will be vested with all of Defendant's interest, rights, and title in the Property. It is further,

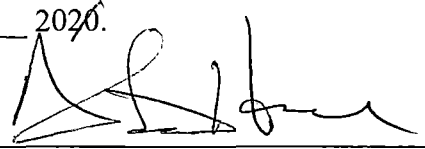
ORDERED, ADJUDGED AND DECREED that Plaintiff may further communicate with Defendants, and all third parties reasonably necessary to conduct the foreclosure sale. It is further,

ORDERED, ADJUDGED AND DECREED that all costs are to be taxed against the Defendants as a further obligation on the Note. It is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff is awarded reasonable and necessary attorney's fees in the amount of \$6,162.20. Attorney's fees are awarded as a as an additional debt secured by the Security Instrument. It is further,

ORDERED, ADJUDGED AND DECREED that this is a final judgment and any relief not awarded herein is DENIED.

Signed this 4th day of August 2020.



U.S. DISTRICT JUDGE